

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

UNITED STATES OF AMERICA )  
for the use and benefit of )  
A&A CONTRACTORS, LLC )  
12301 Old Stage Road )  
Chester, Virginia 23831 )

and )

Case No. \_\_\_\_\_

A&A CONTRACTORS, LLC )  
12301 Old Stage Road )  
Chester, Virginia 23831 )

Plaintiffs, )

v. )

DISTRICT GROUP INC. d/b/a )  
District Contracting Group )  
1100 Vermont Avenue, NW )  
Suite 400 )  
Washington, D.C. 20005 )

SERVE: Mr. Jeffrey Dawson )  
Registered Agent for )  
District Group, Inc. )  
627 Ava Circle, NE )  
Washington, D.C. 20017 )

and )

HARTFORD CASUALTY INSURANCE )  
COMPANY )  
One Hartford Plaza )  
Hartford, Connecticut 06155 )

SERVE: C T Corporation System, )  
Registered Agent )  
4701 Cox Road, Ste 285 )  
Glen Allen, Virginia 23060 )

Defendants. )

**COMPLAINT FOR BREACH OF CONTRACT AND  
RECOVERY ON A MILLER ACT PAYMENT BOND**

The United States of America for the use and benefit of A&A Contractors, LLC, and A&A Contractors, LLC, in support of their Complaint against District Contracting Group, Inc. and Hartford Casualty Insurance Company state as follows

**JURISDICTION AND VENUE**

1. Jurisdiction of this action is conferred by 40 U.S.C. §3131, *et seq.*, commonly known as “The Miller Act” (the “Act”).

2. Venue in this district and division is proper in that the construction project that is the subject matter of this suit, and the work performed by Plaintiff was performed and executed at Fort Lee, a United States Army Post located in Prince George County, Virginia. Venue therefore lies in the United States District Court for the Eastern District of Virginia pursuant to 40 U.S.C. §3133(b)(3)(B).

**PARTIES**

3. Plaintiff A&A Contractors, LLC (“A&A”) is a Virginia limited liability company with its principal place of business located in Chesterfield County, Virginia. A&A is a duly licensed Class A contractor in the Commonwealth of Virginia and is engaged in the business of furnishing and installing asphalt paving and performing related work.

4. On information and belief, Defendant District Group, Inc., d/b/a District Contracting Group (“DCG”) is a Washington D.C. corporation with its principal place of business located in Washington D.C. DCG is engaged in the business of general contracting.

5. On information and belief, Hartford Casualty Insurance Company (“Hartford”) is an Indiana corporation with its principal place of business located in Hartford, Connecticut.

Hartford is authorized to do business in the Commonwealth of Virginia and is engaged in the business of providing payment and performance bonds.

### **BACKGROUND**

6. On or about September 28, 2020, the United States of America, acting through the Department of Defense entered into a contract with DCG, which was designated as Contract No. W91QF519G0003 whereby DCG would construct a project known as the “USAG Fort Lee Convert Motor Pool to ACFT” located at Fort Lee, in Prince George County, Virginia (the “Project”).

7. On or about March 31, 2021, DCG as principal, and Hartford as surety, duly executed a standard government form payment bond to the United States of America (the “Payment Bond”), whereby they bound themselves jointly and severally in the amount of \$694,965.00 conditioned that if the principal, DCG, should promptly make payment to all persons supplying labor and materials in the prosecution of the work provided in the contract, and any subsequent modifications thereof, notice of which modifications to the surety being waived, then the obligation to be void; otherwise to remain in full force and effect. A copy of the Payment Bond is attached hereto as Exhibit A.

8. The Payment Bond was accepted by the United States of America, and upon such acceptance, the contract for the construction and completion of the Project was awarded to DCG.

### **COUNT I – BREACH OF CONTRACT**

9. A&A repeats and realleges each and every allegation contained in Paragraphs 1 through 8 hereof as if fully set forth in this Paragraph 9.

10. On or about March 15, 2014, DCG entered into a Contract with A&A to perform asphalt milling and paving at the Project. A copy of the Contract is attached hereto as Exhibit B.

11. Throughout the course of the Project, and as it completed its work, A&A submitted its invoices for payment to DCG in the aggregate amount of \$205,178.98, of which, DCG has paid to A&A \$28,571.99. The remaining balance due for the work performed and invoices submitted by A&A to DCG is \$176,606.99. Copies of A&A's invoices are attached hereto as Exhibit C.

12. A&A has performed each and every obligation under its Contract with DCG, substantially completing its work on the Project on or about May 25, 2021.

13. Despite demand, DCG has failed and refused to pay A&A the outstanding balance due for the work that A&A performed on the Project.

14. By its failure to pay A&A in a timely manner for the work that it performed under the Contract, DCG has materially breached the Contract. As a result of DCG's breach, A&A has been damaged in an amount not less than \$176,606.99.

#### **COUNT II – MILLER ACT PAYMENT BOND CLAIM**

15. A&A repeats and realleges each and every allegation contained in Paragraphs 1 through 14 hereof as if fully set forth in this Paragraph 15.

16. A&A has a direct contractual relationship with DCG, who is the general contractor and principal on the Payment Bond.

17. All conditions precedent to A&A making a claim against the Payment Bond have been performed by A&A or have occurred.

18. More than 90 days have passed since A&A last performed any work on the Project, and more than 90 days have passed since A&A has received any payment for work performed.

19. Less than one year has elapsed since A&A last performed any work on the Project.

20. Pursuant to the terms of the Payment Bond and the Miller Act, A&A is entitled to recover the balance due for work performed on the Project in the amount of \$176,606.99 from DCG and Hartford.

21. By reason of the foregoing, there is presently due and owing to A&A from DCG and Hartford as surety, the principal sum of not less than \$176,606.99 for work performed pursuant to the Contract, no part of which has been paid, although duly demanded.

WHEREFORE, the United States of America for the use and benefit of A&A Contractors, LLC and A&A Contractors, LLC pray for judgment against the defendants, District Group, Inc. d/b/a District Contracting Group and Hartford Casualty and Surety Company jointly and severally in the principal amount of \$176,606.99 with pre-judgment interest and post-judgment interest at the prevailing judgment rate from the date of judgment until paid, costs and expenses incurred herein, attorney's fees pursuant to the Contract, and such other and further relief as the Court may deem appropriate.

Respectfully Submitted,

UNITED STATES OF AMERICA  
FOR THE USE AND BENEFIT OF  
A&A CONTRACTORS, LLC  
and  
A&A CONTRACTORS, LLC

By Counsel

/s/ Ryan Furgurson  
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